

When Recorded Return to:

HILLIS CLARK MARTIN & PETERSON P.S.

Attn: Caroline E. Lunning
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925



201112200102
Skagit County Auditor

12/20/2011 Page 1 of 6 1:24PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20113874

DEC 20 2011

MIN #: 100047200004205950

Loan # 420595

Trustee # 40015.790/CEL

Amount Paid \$ 0
Skagit Co. Treasurer
By mem Deputy

5033414

FIRST AM

①/07

TRUSTEE'S DEED

Grantor(s):	HILLIS CLARK MARTIN & PETERSON P.S., Successor Trustee
Grantee(s):	HOMESTREET BANK
Legal Description (abbreviated):	SECTION 1, TOWNSHIP 34, RANGE 4; PTN <input checked="" type="checkbox"/> Complete legal on EXHIBIT A GOV LOT 6 IN SKAGIT COUNTY, WASHINGTON
Assessor's Tax Parcel Identification No(s):	340401-0-038-0001 (P23314)
Reference No. of Related Documents:	200801300063

HILLIS CLARK MARTIN & PETERSON P.S., the grantor hereunder, as present successor trustee under that Deed of Trust (the "**Successor Trustee**"), as hereinafter particularly described, in consideration of the property and payment, recited below, hereby grants and conveys, without warranty, to HOMESTREET BANK, a Washington state chartered savings bank, the grantee hereunder, that real property, situated in the County of Skagit, State of Washington, described on EXHIBIT A.

RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Successor Trustee by that certain Deed of Trust dated January 24, 2008, and recorded on January 30, 2008, under Auditor's File No. 200801300063, records of Skagit County, Washington from Diego G. Yzaguirre and Marisa Yzaguirre, husband and wife, as "**Grantors**," to First American Title Insurance

Company, a California corporation, as trustee, to secure an obligation in favor of HOMESTREET BANK, a Washington state chartered savings bank, who was the original Beneficiary or, due to assignment is now the current Beneficiary (the "**Beneficiary**").

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a promissory note(s) in the sum of \$204,015.00 with interest thereon, according to the terms thereof, in favor of Beneficiary and to secure the performance of any other obligations and the payment of any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or Grantor's successor in interest, and a copy of said Notice of Trustee's Sale was posted or served in accordance with law.

5. Beneficiary delivered to said Successor Trustee a written request directing said Trustee or its authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The defaults specified in the Notice of Default not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed, and on May 31, 2011, recorded in the office of the Auditor of Skagit County, Washington, a Notice of Trustee's Sale of said property under Auditor's File No. 201105310089.

7. The Successor Trustee, in its Notice of Trustee's Sale, fixed the place of sale as of August 26, 2011 at 11:00 AM, at main entrance Skagit County Courthouse, located at 205 W Kincaid, City of Mount Vernon, Washington, a public place, which sale was continued by successive public proclamations to December 9, 2011 at 11:00 AM, and in accordance with law caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Successor Trustee caused a copy of said Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the sale; and further, included with this Notice, which was transmitted to or served upon the Grantor or Grantor's successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.

8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.



9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Revised Code of Washington, Chapter 61.24, et seq.

10. The defaults specified in the Notice of Trustee's Sale, not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on August 26, 2011, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Successor Trustee then and there sold at public auction to HOMESTREET BANK, a Washington state chartered savings bank, the highest bidder therefor, the property hereinabove described, for the sum of \$234,047.60 cash or by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expenses as provided by statute.

11. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.

DATED this 14th day of December, 2011.

HILLIS CLARK MARTIN & PETERSON P.S.

By: 

Julie B. Hamilton

Successor Trustee



201112200102

Skagit County Auditor

12/20/2011 Page

3 of

6 1:24PM

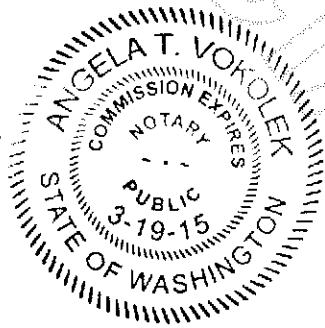
STATE OF WASHINGTON

COUNTY OF KING

} SS.

I certify that I know or have satisfactory evidence that Julie B. Hamilton is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the representative of HILLIS CLARK MARTIN & PETERSON P.S., a Washington professional service corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 14th day of December, 2011.



Angela T. Vokolek
Printed Name

NOTARY PUBLIC in and for the State of Washington,

residing at Bainbridge Island

My Commission Expires 3-19-2015



201112200102

Skagit County Auditor

12/20/2011 Page

4 of

6 1:24PM

EXHIBIT A

LEGAL DESCRIPTION

PARCEL "A":

THAT PORTION OF GOVERNMENT LOT 6 IN SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY, EASTERLY OF THE EASTERLY LINE OF THE PAVED STATE ROAD, AND SOUTHERLY OF A FENCE WHICH RUNS BETWEEN A POINT ON SAID WESTERLY LINE OF SAID RAILWAY WHICH IS 549.7 FEET NORTHERLY OF THE POINT OF INTERSECTION OF SAID WESTERLY LINE WITH THE EASTERLY LINE OF SAID PAVED STATE ROAD (SAID "POINT OF INTERSECTION" HAVING BEEN IDENTIFIED ON THE RECORD AS BEING 332-1/2 FEET EAST AND 1139 FEET SOUTH OF THE INTERSECTION OF THE CENTER LINES OF THE PICKERING AND STATE ROADS), AND A POINT ON SAID EASTERLY LINE OF SAID ROAD WHICH IS 537 FEET NORTHERLY OF SAID POINT OF INTERSECTION; EXCEPT THAT PORTION OF SAID PROPERTY, IF ANY, LYING WITHIN THE BOUNDARIES OF A TRACT CONVEYED TO LOIS W. MCADOW BY DEED DATED MARCH 16, 1950, AND FILED APRIL 12, 1954 AS FILE NO. 500211

EXCEPTING FROM THE ABOVE PREMISES THE NORTH 162 FEET THEREOF AND THE SOUTH 210 FEET THEREOF.

PARCEL "B":

THAT PORTION OF THE WEST 50 FEET OF THE FORMER RAILROAD RIGHT-OF-WAY DESCRIBED BELOW LYING BETWEEN THE NORTH AND SOUTH BOUNDARIES OF THE PROPERTY DESCRIBED HEREIN EXTENDED EASTERLY 50 FEET, MORE OR LESS, TO THE CENTERLINE OF THE FORMER RAILROAD RIGHT-OF-WAY PARCEL:

THAT PORTION OF GOVERNMENT LOTS 2 AND 6, SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AND OF THE EAST 1/2 OF THE SOUTHWEST 1/4, AND OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100.00 FEET IN WIDTH AS CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY INSTRUMENTS RECORDED IN VOLUME 10 OF DEEDS, PAGE 32, ON JANUARY 22, 1890, AND AS CONVEYED TO THE S. & I. RAILWAY COMPANY BY INSTRUMENT



RECORDED IN VOLUME 37 OF DEEDS, PAGE 227, ON MARCH 21, 1899,
RECORDS OF SKAGIT COUNTY, WASHINGTON

EXCEPT ANY PORTION CONVEYED TO ROBERT L. MUMFORD BY
INSTRUMENT RECORDED IN VOLUME 532 OF OFFICIAL RECORDS, PAGE 70,
UNDER AUDITOR'S FILE NO. 8309290021.

ALSO, EXCEPT FROM PARCELS "A" AND "B", THE FOLLOWING DESCRIBED
TRACT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF STATE HIGHWAY
NO. 9 WITH THE NORTHWEST CORNER OF PARCEL "A" OF THOSE PREMISES
CONVEYED TO ERROL HANSON BY DEED RECORDED NOVEMBER 12, 1999,
UNDER AUDITOR'S FILE NO. 199911120059; THENCE NORTHERLY ALONG
SAID WEST LINE A DISTANCE OF 24 FEET 5 INCHES; THENCE EASTERLY TO
A POINT ON THE CENTERLINE OF THE 100 FOOT WIDE STRIP OF LAND
CONVEYED TO THE SEATTLE, LAKE SHORE AND EASTERN RAILWAY
COMPANY BY INSTRUMENT RECORDED JANUARY 22, 1890 IN VOLUME 10
OF DEEDS, PAGE 32, WHICH IS 21 FEET 6 INCHES NORTH OF THE
NORTHEAST CORNER OF PARCEL "B" OF THE ABOVE REFERENCED
HANSON DEED; THENCE SOUTHERLY ALONG SAID CENTERLINE 21 FEET 6
INCHES TO SAID NORTHEAST CORNER OF PARCEL "B"; THENCE WESTERLY
ALONG THE NORTHERLY LINE OF SAID PARCEL "B" AND SAID PARCEL "A"
TO THE POINT OF BEGINNING.

PARCEL "C":

THE NORTH 145.37 FEET (AS MEASURED ALONG THE WEST LINE) OF THE
FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE EAST 50 FEET OF A STRIP OF LAND 100 FEET IN
WIDTH THROUGH GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 34 NORTH,
RANGE 4 EAST, W.M., AS CONVEYED TO THE SEATTLE LAKE SHORE AND
EASTERN RAILWAY CO. BY DEED RECORDED JANUARY 22, 1890, IN
VOLUME 10 OF DEEDS, PAGE 32, RECORDS OF SKAGIT COUNTY,
WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT
PORTION OF SAID 100 FOOT STRIP CONVEYED TO JACK R. MOORE, BY DEED
RECORDED JUNE 26, 1990, UNDER AUDITOR'S FILE NO. 9006260012,
RECORDS OF COUNTY AND STATE

EXCEPT THAT PORTION, IF ANY, LYING WITHIN STATE HIGHWAY 9 AND
FRONT STREET

